

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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Counsel for the Debtor

In Re:

Richard T. Drude

Case No.: 19-19333

Judge: Kaplan

Chapter: 13

CHAPTER 13 DEBTOR'S CERTIFICATION IN OPPOSITION TO

☒ **CREDITOR'S MOTION or CERTIFICATION OF DEFAULT**

☐ **TRUSTEE'S MOTION or CERTIFICATION OF DEFAULT**

The debtor in the above-captioned chapter 13 proceeding hereby objects to the following (choose one):

1. ☐ Motion for Relief from the Automatic Stay filed

by _____, creditor,

A hearing has been scheduled for _____, at _____ m.

OR

☐ Motion to Dismiss filed by the Standing Chapter 13 Trustee.

A hearing has been scheduled for _____, at _____ m.

☒ Certification of Default filed by AmeriCredit Financial Svc, creditor,

I am requesting a hearing be scheduled on this matter.

OR

☐ Certification of Default filed by Standing Chapter 13 Trustee

I am requesting a hearing be scheduled on this matter.

2. I am objecting to the above for the following reasons (choose one):

☒ Payments have been made in the amount of \$ 1,100.00, but have not been accounted for. Documentation in support is attached hereto.

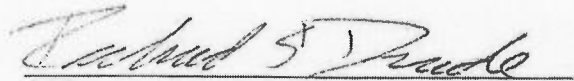
☐ Payments have not been made for the following reasons and debtor proposes repayment as follows (explain your answer):

☐ Other (explain your answer):

3. This certification is being made in an effort to resolve the issues raised by the creditor in its motion.

4. I certify under penalty of perjury that the foregoing is true and correct.

Date: March 3, 2020


Debtor's Signature

Date: _____

Debtor's Signature

NOTE:

1. This form must be filed with the court and served upon the Standing Chapter 13 Trustee and creditor at least seven (7) days before the return date pursuant to D.N.J. LBR 9013-1(d), if filed in opposition to a *Motion for Relief from the Automatic Stay or Trustee's Motion to Dismiss*.
2. This form must be filed with the court and served upon the Standing Chapter 13 Trustee and creditor within 14 days of the filing of a *Creditor's Certification of Default* (under an *Order Resolving Motion to Vacate Stay and/or Dismiss with Conditions*) or a *Trustee's Certification of Default*.

If this form is not filed the Motion or Certification of Default will be deemed uncontested and no hearing will be scheduled.

Western Union Financial Services, Inc.
P.O. Box 8525
Coral Springs FL 33075

RMT ▲ 008284



Richard Drude
9 Forest Park Ter
Monroe Township NJ 08831-8508

March 5, 2020

This is Your Western Union® Money Transfer receipt and confirms Your authorization for a one-time electronic bill payment to GM Financial on 3/3/2020 9:11:58 AM. The Total amount will be debited from, or charged to, Your Bank Account or Card listed below.

Confirmation Number: 0106541785

Date Available for Posting: 03/03/2020

Account Number with Receiver: *****3881

Payment Amount: \$1,100.00

Your Bank Account or Card #: *****7522

Money Transfer Fee: \$10.00

Additional Fees: \$0.00

Receiver: GM Financial

Transfer Taxes: \$0.00

4001 Embarcadero

Total: \$1,110.00

Arlington TX 76014

Please contact GM Financial directly at the address listed above, or by calling toll-free to 1-800-284-2271 if you have questions about the posting of this Payment to Your GM Financial account ending with *****3881.

TEXAS CONSUMERS: Complaints concerning sale of checks or money transmission activities should be directed to: Western Union Financial Services, Inc., P.O. Box 6036, Englewood, Colorado 80112 or call 1-800-325-4045. After first contacting Western Union, if you still have an unresolved complaint regarding the company's sale of checks or money transmission activities, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705; Telephone Number: 1-877-276-5554, Fax Number: 1-512-475-1313, e-mail address: consumer.complaints@dob.texas.gov; Website Address: www.dob.texas.gov.

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Cancellations and Refunds: Except as required by law, You may not cancel a Payment once it has been charged to Your credit card or debited from Your bank account. Except as required by law, no refunds of the payment or the Western Union Transfer Fee are available after Your credit card or bank account has been charged or debited.

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